



WASHINGTON STATE
DEPARTMENT OF
ECOLOGY

APPLICATION FOR PERMIT

have examined this application
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON
required by SEPA and find that

is: ☐ not an "action" ☒ SURFACE WATER ☐ GROUND WATER

☒ categorically exempt.

\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

DATE

SIGNATURE

(GRAY BOXES FOR OFFICE USE ONLY)

RECEIVED

DEC 08 1992

DEPT. OF ECOLOGY

APPLICATION NO. SI-26819 W.R.I.A. 1 COUNTY WHATCOM PRIORITY DATE 12/8/92 TIME 12:00 ACCEPTED LB

APPLICANT'S NAME - PLEASE PRINT

PAUL TROUTMAN

Bus. Tel. 206-671-6310

Home Tel. 206-671-6310

Other Tel. _____

ADDRESS (STREET) (CITY) (STATE) (ZIP CODE)

632 MONTGOMERY RD. BELLINGHAM, WA. 98226

DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION

2/23/88 BELLINGHAM (ABOVE ADDRESS)

1. SOURCE OF SUPPLY

IF SURFACE WATER

IF GROUND WATER

SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)

SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)

UNNAMED SEASONAL STREAM

TRIBUTARY

SIZE AND DEPTH

OF SQUALICUM CREEK

2. USE

USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)

IRRIGATION OF GREENHOUSES

ENTER QUANTITY OF WATER
REQUESTED USING UNITS OF:

CUBIC FEET PER SECOND (CFS)

OR

GALLONS PER MINUTE (GPM)

ACRE FEET PER YEAR

150 GPM

TIMES DURING YEAR WATER WILL BE REQUIRED

YEAR ROUND

IF IRRIGATION, NUMBER OF ACRES

9

IF DOMESTIC USE, NUMBER OF
UNITS BY TYPE, E.G. 1-HOME,
1-MOBILE HOME, 2-CAMPSITES, ETC.

IF MUNICIPAL USE, ESTIMATED
POPULATION
20 YEARS FROM TODAY

DATE PROJECT WAS OR WILL BE STARTED

DATE PROJECT WAS OR WILL BE COMPLETED

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL

3A. IF IN PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE	ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION
<u>5+6</u>	<u>61</u>	<u>BAKERVILLE SUBDIVISION</u>	<u>8</u>	<u>38</u>	<u>3E</u>	<u>ADDITION TO THE CITY OF BELLINGHAM</u>

3B. IF NOT IN PLATTED PROPERTY

ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER

ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	COUNTY

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER

YES

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

PROPERTY OWNER

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

☐ YES ☒ NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

PUMP #1 2HP PUMP w/ 2" SUCTION LINE - 50 GAL PM

PUMP #2 1 1/2 HP PUMP w/ 1 1/2" SUCTION LINE - 40 GPM

FUTURE #3 2HP PUMP w/ 2" SUCTION LINE - 50 GPM

FOR GREENHOUSE + FIELD APPLICATION THROUGH
TRICKEL, DRIP + HOSE IRRIGATION.

7. REMARKS

7.

8.

COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.

YES ☐ NO ☒

2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.

YES ☐ NO ☒

3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES ☐ NO ☒

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

PAUL T. TROUTMAN
LEGAL LANDOWNERS NAME
(PLEASE PRINT)

Paul Troutman
APPLICANT'S SIGNATURE

Paul Troutman
LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

632 MONTGOMERY RD BELLINGHAM
LEGAL LANDOWNER'S ADDRESS WA. 98226

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARATMENT OF ECOLOGY

ss.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

.....
.....

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before, 19.....

Witness my hand this day of, 19.....

WHEN RECORDED MAIL TO
PEOPLES STATE BANK
4183 Meridian
Bellingham, WA 98226
SEND TAX NOTICE TO

20059

LAND TITLE CO.

Nov 14 9 30 AM '88

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NOV 14 9 30 AM '88

SPACE ABOVE THIS LINE FOR INDEXING

DEED OF TRUST

THIS DEED OF TRUST IS DATED October 27, 1988 BETWEEN Paul B. Troutman and Alison A. Kutz Troutman also known as Alison Troutman, husband and wife ("Grantor.") WHOSE ADDRESS IS 632 Montgomery Road Bellingham, WA 98226 AND PEOPLES STATE BANK 4183 Meridian B'ham, WA 98226 Beneficiary ("Lender.") AND Whatcom Land Title Company, Inc. P.O. Box 516 B'ham, WA 98227 ("Trustee") Grantor conveys to Trustee for benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property (the "Real Property"), together with all existing or subsequently erected or affixed improvements or fixtures located in Whatcom County, State of Washington

LOTS 5 AND 6, BLOCK 61, "BAKerview ADDITION TO THE CITY OF BELLINGHAM," WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 7 OF PLATS, PAGES 40 TO 45, INCLUSIVE, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE, EXCEPT THE NORTH 50 FEET THEREOF. SITUATE IN WHATCOM COUNTY, WASHINGTON.

Taken for collateral purposes only to secured a loan dated 10-27-88 for \$15,147.29. Grantor presently assigns to Lender (also known as Beneficiary) all of Grantor's right, title, and interest in and to all rents, revenues, income, issues, and profits (the "Income") from the Real Property described above

Grantor grants Lender a Uniform Commercial Code security interest in the Income and in all equipment, fixtures, furnishings, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property described above, together with all accessions, parts, or additions to, all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refund of premium) from any sale or other disposition (the "Personal Property") The Real Property and the Personal Property are collectively referred to as the "Property."

Grantor has agreed to provide the Property as collateral to secure an obligation of ☒ Grantor ☐ ("Obligor") in the principal amount of \$ *15,147.29*. This amount is repayable with interest according to the terms of a promissory note or other credit agreement given to evidence such indebtedness dated October 27, 1988.

The term "Credit Agreement" as used in this Deed of Trust means the promissory note or other Credit Agreement describing the repayment terms of the Indebtedness, and any notes, agreements, or documents given in renewal, modification, extension, or substitution for the promissory note or Credit Agreement originally issued. The rate of interest on the Credit Agreement is subject to indexing, adjustment, renewal, or renegotiation.

The term "Indebtedness" as used in this Deed of Trust means all principal and interest payable under the Credit Agreement plus (a) any amounts expended or advanced by Lender to discharge obligations of Grantor and (b) any expenses incurred by Lender or Trustee to enforce obligations of Grantor hereunder, as permitted under this Deed of Trust, together with interest thereon at the Credit Agreement rate.

The term "Grantor" is used in this Deed of Trust for convenience of the parties, and use of that term shall not affect the liability of any such Grantor on the Credit Agreement. Any Grantor who co-signs this Deed of Trust, but does not execute the Credit Agreement: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the Property to Trustee under the terms of this Deed of Trust; (b) is not personally liable under the Credit Agreement except as otherwise provided by law or contract; (c) agrees that Lender and any other Grantor hereunder may agree to extend, modify, forbear, release any collateral, or make any other accommodations or amendments with regard to the terms of this Deed of Trust or the Credit Agreement, without notice to that Grantor, without that Grantor's consent, and without releasing that Grantor or modifying this Deed of Trust as to that Grantor's interest in the Property; and (d) acknowledges that Lender would not have entered into the lending relationship relating to the Indebtedness except for reliance upon all of the obligations of all the Borrowers under this Deed of Trust.

(Check if applicable)

- ☐ There is a mobile home on the Real Property, which is covered by this security instrument, and which is and shall remain ☐ Personal Property ☐ Real Property
- ☒ This Deed of Trust secures a Credit Agreement under which the currently scheduled final payment of principal and interest will be due on or before November 10, 1998. This Deed of Trust also secures all substitutions, modifications, renewals and extensions of the Credit Agreement.
- ☐ This Deed of Trust supports a revolving line of credit which obligates Lender to make advances to Grantor (or Obligor) as long as Grantor (or Obligor) complies with the terms of the Credit Agreement.
- ☒ Indebtedness, as defined above, includes, in addition to the principal amount specified above, any future amounts that Lender may in its discretion loan to Grantor (or Obligor), together with interest thereon, however not to exceed \$15,147.29 ☒ unlimited.
- ☐ This Deed of Trust secures a guaranty between Grantor and Lender and does not directly secure the obligations due Lender under the Credit Agreement. Grantor waives any rights or defenses arising by reason of (a) any "one-action" or "anti-deficiency" law, or any other law that may prevent Lender from bringing an action or claim for deficiency against Grantor; (b) any election of remedies by Lender which may limit Grantor's rights to proceed against any party indebted under the Credit Agreement; or (c) any disability or defense of any party indebted under the Credit Agreement; any other guarantor or any other person by reason of cessation of the indebtedness due under the Credit Agreement for any reason other than full payment thereof.

This Deed of Trust, including the assignment of Income and the security interest, is given to secure payment of the Indebtedness and performance of all obligations under the Credit Agreement and all obligations of Grantor under this Deed of Trust and is given and accepted on the following terms and conditions:

1. Payment and Performance.

Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall also be bound to perform all other obligations to

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